

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
SOUTHERN DIVISION  
Civil Action No.: 7:15-cv-218-FL

LETICIA ROJAS ESPINOZA  
Plaintiff,

vs.

RONA GIN "LINDA" KIM; MODERN  
CLEANERS, LLC; GK OF WILMINGTON,  
INC.; FANCY CLEANERS, INC.; DC  
CLEANERS, INC.; and WAWA  
CORPORATION.

Defendants

**DEFAULT JUDGMENT**

---

MODERN CLEANERS, LLC  
Third-Party Plaintiff,

vs.

WON SHIK BAN  
Third-Party Defendant.

**THIS CAUSE** coming on before the undersigned on the Third-Party Plaintiff's Motion for Default Judgment, pursuant to Rule 55 of Federal Rules of Civil Procedure, and it appearing from a review of the Complaint and other pleadings filed herein, that this is an action for breach of contract;

**AND THE COURT FINDING** that personal service was had on the Third-Party Defendant; that the Court has jurisdiction over the person of the Third-Party Defendant; that the Third-Party Defendant received notice of both the Third-Party Plaintiff's Motion for Entry of Default and Motion for Default Judgment; that the Third-Party Defendant is not an infant, incompetent, in active military service, or otherwise under any disability; that the Third-Party

Defendant failed to answer or otherwise plead in response to the Third-Party Complaint; and that Entry of Default was entered by the Clerk on June 20, 2016.

**AND THE COURT FURTHER FINDING** that the Third-Party Defendant is liable to the Third-Party Plaintiff for Third-Party Defendant Ban is liable for damages as set forth in the Third-Party Complaint; costs of court and interest as allowed by law at the legal rate from and after the filing of the Third-Party Complaint on April 11, 2016.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1. That the Third-Party Plaintiff's Motion for Default Judgment against the Third-Party Defendant, Won Shik Ban, shall be, and hereby is, **GRANTED**;

2. That Third Party Defendant Ban be required to pay all defense costs, attorney fees and any other costs of defense by Third Party Plaintiff Modern Cleaners LLC in defending the claims against it from Plaintiff Espinoza.

3. That Third Party Defendant Ban be required to fully indemnify Third Party Plaintiff Modern Cleaners LLC from any costs, losses, or damages that may be awarded or agreed to in a good faith settlement to Plaintiff Espinoza.

4. That Third-Party Plaintiff Modern Cleaners, LLC has no further obligation to Third-Party Defendant Ban under the Agreement for Purchase and Sale of Business.

5. For attorney fees and costs in bringing this Third-Party Complaint pursuant to the Agreement for Purchase and Sale of Business.

This the 1st day of August, 2016.

  
United States District Court Judge